

1905-011
Lee Co.

Chancery Causes: M. L. Slomp vs. Arthur M. Kirk &c

Ely, Crider, Napier, Pennington

1 Plat

CA. Contract Dispute
T-Property

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County:

Humbly complaining, your orator, M. L. Slomp, would respectfully represent and show unto your honor that on the 4th day of March, 1895, he obtained in the circuit court for Lee County a judgement against G. T. Crider for the sum of \$245.39, with interest from the 13th day of June, 1894, till paid \$8.96 costs; that about the month of August of the same year the said Crider departed this life, intestate, greatly indebted and the owner of a small personal and considerable real estate, but not enough to pay his indebtedness; that ~~G. T. Crider~~ ^{T. J. Eely} qualified as the administrator of the estate of said Crider and took charge of the personal assets. After said Crider died one of the judgement creditors of the said Crider, Stern and Co., instituted suit in this court to settle the administration account, ascertain the indebtedness and their priorities and sell enough of the real estate of said Crider to pay the remainder of the indebtedness after the application of the personal assets. In the said cause the administration account of said Eely was settled, the indebtedness ascertained the priorities fixed, among which was the debt of your orator along with the other indebtedness, and upon a hearing of the commissioner's report a sale was ordered and commissioner appointed to execute it as to certain lands that was reported as being owned by the said Crider, and out of the proceeds of the sale of the said real estate your orator received as a credit on the said judgement as aforesaid the sum of \$102.50 as of Jan'y 21, 1887. Your orator avers that the sales of said real estate failed to pay any thing further upon the said judgement and the remainder thereof is still due, owing and unpaid to your orator.

When the said Crider died he left as his heirs at law 7 children, whose names are, Mary Crider, Emily Crider, Polk Crider, Green Crider, Benjamin Crider, ~~Fre~~^{Ed} Crider and Judge Crider, all, at that time, infants, and then citizens of Lee County Va., but the said Mary Crider, Emily Crider and Polk Crider are now of age and are non residents of the State of Virginia. The remainder of said children are still minors.

Beside the lands that were reported in the said cause

of Stern and Co vs T.J.Ely Admr, et al, and that were sold under said decree in the said cause the said Crider was the owner of other lands of which said creditors did not know at the time said report was made and said sale was made on account of the fact that the deeds thereto had not been placed upon record. The first of said tracts of land that was not reported in said cause was an undivided interest in a tract of land that Jincy Napier had owned in her life time situated in the Pocket on the west side of Lone Mountain, and conveyed to the said Crider by deed dated the 18th day of April, 1890 by G.N. and Nancy Stapleton and Levi Napier and Elizabeth Naper, a copy of which deed is here filed as part of this bill as exhibit "A". The other tract was a tract of land purchased from Arthur M and Sarah Kirk under written contract dated the 18th day of Sept, 1892, which tract of land it is said contains 40 acres, a copy of which contract is heretofore filed as part of this bill as exhibit "B". As will be seen from the said contract the said Crider was to pay the said Kirk and wife the sum of \$8.00 per acre, which was to be paid as follows, \$25.00 on the 26th day of Sept, 1892, and \$25.00 in three months from the date of the said deed or contract, and the remainder in two years from the date of Sept 26 1892, and it was provided that they were to have the said land "run out" and each were to pay one half of the expense of the survey. The said Crider made the first two payments as will appear by receipts in his hands, but he does not know whether the said Crider ever paid any thing further on said purchase or not, but your orator is informed that the land was never surveyed, and possibly on that account the land was not further paid for.

Your orator will further represent and show unto your honor that some time after the said Crider's death the said Arthur M. and Sarah Kirk went upon the said land and re-possest themselves of said land, which has been about 4 years ago, and have been upon said land using the land as if it were their own, cultivating it, cutting timber and taking tan bark and other valuable things therefrom, and has taken therefrom tan bark to the value of \$50.00 and ~~and~~

timber for staves to the value of \$75.00, and about 100000 feet of logs and timber of the value of \$100.00 or more. So that according to the foregoing statement of facts the matter would stand about thus,

40 acres of land at \$8.00 per acre,	\$320.00
Interest on \$270. from Sept 13, 1894, 2 years after date of contract, to Sept 13, 1898. about the time said Kirk repossessed himself of said land,	64.80
	<u>\$384.80</u>
Credit purchase price by cash payment made,	\$50.00
" " " " tan bark cut,	50.00
" " " " Stave timber taken	75.00
" " " " Timber taken	100.00
Balance that would be due Kirk and wife,	<u>275.00</u>
	<u>\$109.80</u>

Now it will be seen from the inspection of the said contract of said Kirk and wife that the interest of the said Kirk or the land that he and wife has conveyed to said Crider is rather uncertain. No boundaries are given. Your orator is informed that said Sarah Kirk was the daughter of Gincy Napier, and that as such she heired a one sixth part of the land that Jincy Napier her mother owned, that beside this she and said Arthur M. Kirk purchased from Herndon Naper, brother of the said Sarah Kirk his interest in said Jincy Napier place, that the said Sarah Kirk had another brother, Isaac Napier, who died un married, intestate and without issue, and that as heir of her said brother she became the owner of a one fifth part of said Isaac's share in said land, and that possibly said Sarah and Arthur also purchased some other interest in said land, whatever they have bought they have kept their deeds in their own possession and the same have never been placed upon record. On this account the title to said land is rather in uncertain shape and your orator is advised that it is the duty of a court of chancery to settled such questions of title before awarding a sale of the land' and he is advised that it is the duty of the said defendants the said Arthur and Sara Kirk to have said title cleared and that it should be done at their expese and deducted from whatever sum may be ^{du} owing to them on the balance of the purchase money..

To this end therefore he prays that the said Arthur M. Kirk, Sarah Kirk, T. J. Ely, administrator of the said etsate of said Crider

Mary Crider, Emily Crider, Polk Crider, Green Crider, Benjamin Crider, Fred Crider and Judge Crider be made parties defendant to this bill of complaint, and be required to answer the same ~~XXXXXXXXXX~~ but not under oath that being expressly waived, that a guardian ad litem be appointed to defend said infant defendants, that an order of publication be made, posted and published against said non-resident defendants, that said Sarah and Arthur M. Kirk be required to clear up the title to said tract of land and define its boundaries, and be required to specifically execute the said written contract and to convey said tract of land to the said estate; that the said tracts of land upon being definitely defined and title made sure, be sold and the proceeds applied to the payment of the liens against the same according to the priorities thereof as the court shall fix. And may all other further and general relief be granted your orator that the nature of his cause and good conscience requires and he will ever pray &c.

Pennington Pres P.Q.

M. L. Sleep-
vs 3 Bids in
Chancery
Arthur M. Kirkham

Pennington Bros.
ATTORNEYS AT LAW,
JONESVILLE AND PENNINGTON GARVA.

M. L. Slemp,

Plaintiff.

vs.

In Chancery.

Arther M. Kirk, et al,

Defendants.

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for
—Lee County, Virginia:

Humbly complaining, your petitioner, Sarah Kirk, would respectfully show unto your honor that on the 18th day of February, 1904, a decree was entered in the cause entitled M. L. Slemp, Complainant, vs. Arther M. Kirk, et al, Defendants, in which a certain tract of land mentioned in the complainant's bill of complaint, supposed to contain something like forty acres of land was decreed to be sold and a part of the estate of George T. Crider, deceased, and that R. L. Pennington was appointed a special commissioner by said decree to sell said tract of land, and that W. E. Thompson, the County Surveyor, of said County, having previously been appointed as a commissioner for the purpose of ascertaining the meets and bounds of said tract of land, and report the same to this court, ^{made his said report} ~~and filed it with the court~~ ^{and filed it with the court} to which report and plat filed herewith, reference is hereby made for a more particular description of said tract or parcel of land.

Your petitioner will now show unto your honor, that the said R. L. Pennington, Special Commissioner as aforesaid, proceeded to sell said tract of land at public outcry as required in said decree, and that said M. L. Slemp became the purchaser thereof. It was further decreed that your petitioner and the said Arther M. Kirk had a first lien upon said tract of land to the extend of \$8.00 per acre with interest thereon from the 26 day of Sept, 1894, subject to a credit of \$25.00 as of February 1st, 1892, and a credit of \$5.70 as of October 8th, 1892, and another credit of \$18.00 as of April 8th, 1893. Your petitioner will now show that the said purchase money for said tract of land is due and she supposes the said commissioner has collected the same. That she is entitled to one-half of the said purchase money, ~~first~~ as an heir of

a one-half interest in the said land of her mother, Jincy Napier, deceased, and of two-fifths of the residue thereof by reason of the deceased of two of her brothers, to-wit _____ and _____;

and third, as a purchaser of two-fifths more of the residue of said tract of land from her brothers George and Harrington Napier, and that the said Arther M. Kirk is entitled to a distrubutive share of said money decreed to be due the said Arther M. Kirk, and your petitioner, of only one-fifth. Your petitioner is informed and so alleges that the said M. L. Slemp ^{as will be shown by deed filed herewith marked Deed and prayed to be made a part hereof.} owned some kind of a judgment against the said Arther M. Kirk which he claims as an offset against one-half of the purchase money in this cause decreed to be due your petitioner, and the said Arther M. Kirk upon said tract of land. Now your petitioner is advised that the said M. L. Slemp ^{is J. J. Ely Adminr of the estate of Geo. P. Crocker deceased} can offset said judgment only on the said Arther M. Kirk's interest in said purchase money, which is only one-tenth part thereof, or one-fifth part of one-half. The prayer, therefore, of your petitioner is that the said M. L. Slemp, and the said Arther M. Kirk be each made partied defendant to this petition, and be required to answer the same, but they need not answer on oath, that being waived, and that your petitioner be permitted to show her interest in and to the said purchase money on said tract of land now in the hands of the said commissioner, R. L. Pennington, or which is due to be in his hands; and that upon a hearing the eof, she be decreed to be entitled to nine-tenths of the said purchase money, and that the said Arther M. Kirk, adjudged to be entitled to only one-tenth thereof, and all such other further and general relief be granted unto your petitioner as the equity of her cause may demand. And she will ever pray &c.

Orin Noel J. J.

M. G. Slemf.
vs { In Chancery
Arthur M. Kirk et al
Petition of Sarah Kirk.

In the Circuit Court for the County of Lee,

to wit:

THE ANSWER OF Judge Leider, Fred. Leider, Benjamin Leider
and Green Leider,

infants under the age of twenty-one years, by M. G. Ely,
guardian ad litem, assigned to defend them in this suit, to a bill of complaint exhibited against
them and others in the Circuit Court for the County of
Lee, by M. L. Slump, and others.

The respondents, reserving to themselves the benefit of all just exceptions to the said bill, for
answer thereto, answering by said guardian ad litem, say that they are infants of tender
years, and by reason of such disability are incapable of understanding, or of taking care of their
rights and interests, they therefore commend the same to the protection of the court, and pray that
no decree may be pronounced which will tend to their prejudice.

And having answered, the respondent pray to be hence dismissed with their reasonable costs,
in this behalf expended; and they will ever pray, &c.

M. G. Ely, Guardian ad litem.

M. G. Ely, p. d.

Va. County }
OF } ss.
Lee }

This day, M. G. Ely, whose name is signed to
the foregoing answer, personally appeared before me, A. B. Munsey, Clerk,
and made oath that the statements made therein, so far as they depend upon his own knowledge, are true,
and so far as they depend upon knowledge derived from others he believes them to be true.

Given under my hand, this 20th day of March, 1903 189

A. B. Munsey Clerk

M. L. Slump,

adv.

}

ANSWER
OF
INFANT DEFENDANT.

Thos. J. Ely, et als,

Filed March 20th 1903
A. B. Munsey Clerk

S. A. F. \$5⁰⁰

To the honorable H. A. W. Skeen judge of the circuit court
for Lee County Virginia.

The joint and seperate answer of Sarah Kirk, ~~Arthur~~ ^{Arthur} Kirk to a bill
of complaint filed against them and others in this honorable court
by M. L. Slemp.

Reserving the benefit of all just exceptions to said bill of
complaint ~~for~~ ^{there} answer thereto, ~~or~~ ^{me} to so much of as they advise ~~it is~~
material for them to answer, answering they say that they suppose
that it is true that the said complainant, on the 4th day of March
1895, obtained in the circuit court for Lee county against G. T.
Crider judgment for the sum of \$245.39 with interest thereon from
the 30th day of June 1894 till paid, and \$8.96 cost. This however
they neither admit nor deny, but demand strict proof of the same,
they suppose that it is also true that about the month of August
of the same year the said G. T. Crider departed this life, they suppose
also that at the time of his death the said Crider was greatly in-
debted and that he did not leave property enough to pay his
indebtedness; they suppose that it is also true that T. J. Ely
qualified as the administrator of the estate of said Crider, and took
charge of the personal assets; they suppose that it is also true that
one of the judgment creditors, Stern & Co., of the said Crider after
his death, instituted suit in this court to settle the administration
account of the said administrator, and ^{to} ascertain the indebtedness
and their priorities and sell enough of the real estate of said
Crider to pay the remainder of the indebtedness after the application

of the personal assets. They suppose that it is also true that in
said cause the administration ^{account} of said ~~Crider~~ ^{Ely} was settled, the indebt-
edness ascertained, the priorities fixed among it was the decre^e of
the complainant along with the other indebtedness, and that upon the
hearing of the commissioner's report, sale was ordered and the com-
missioner appointed to execute it as to ~~ascertain~~ lands that was

reported as being owned by the said Crider, and that out of the said
proceeds of the said real estate that the complainants received as
a credit on the said judgment the sum of \$102.20 with interest
thereon from january 1st 1887. but this your respondents neither
admitted nor deny, but demand strict proof of the same.

1 Your respondents also suppose that the said Crider leaves as his
 2 heirs at law the seven children named and mentioned in the said bill
 3 of complaint, but ~~that~~ these respondents deny that besides the lands
 4 that were reported in the said cause of Stern & Co. against T. J.
 5 Ely administrator and others which were sold under said decree in
 6 said cause that the said Crider was owner of other lands of which
 7 said creditors did not know at the time the said report and sale
 8 were made on account of the fact that the deeds thereto had not
 9 been placed upon record unless, it be an undivided interest in a
 10 tract of land that Jincy Napier owned in her life time situated in
 11 the pocket country on the left side of Loan^e mountain and which the
 12 complainants claim to have been conveyed to the said Crider by deed
 13 dated the 18th day of April 1890 by G. W. Stapleton and Nancy
 14 Stapleton; ^{and others} but which tract of land these respondents do not claim;
 15 but these respondents emphatically deny that there was any written
 agreement
 16 dated the 13th day of September 1892 entered into between them and
 17 the said G. T. Crider for a tract of land said to contain forty acres,
 18 a copy of which contract is claimed to be filed with ^{said} ~~certain~~ compl-
 19 aintants bill as exhibit "B" but which in fact has never been so
 20 filed. These respondents deny ever signing said contract or any
 21 other contract with the said G. T. Crider for the conveyance of any
 22 lands whatever or if any such contract exists, these respondents
 23 aver that the same is a forgery and demand strict proof that it is
 24 their signature and their contract.

25 It is true that sometime in the year 1891-92 these respondents
 26 made a parole agreement with the said Crider to sell to him the
 27 forty acre tract of land mentioned in the complainants bill at the
 28 price of \$8.00 per acre, and that afterwards the said Crider paid
 29 to them on the purchase money the sum of \$50.00 but said contract
 30 was never reduced to writing, possession of said land was never
 31 taken by said Crider and no improvements were made thereon, and your
 32 respondents are advised that the specific execution of such contract

1 will not and can not be decreed by a court of equity.

2 Your respondents aver~~x~~ that said contract was abandoned by said
 3 Crider in his life time, after having cut from said land timber more
 4 than sufficient to pay him for the \$50.00 that he had paid there~~for~~
 5 respondents and from that day on to the present for a period of from
 6 eleven to twelve years, no claim to said land had ever been made
 7 exercised by said Crider in his life time, or by his heirs since
 8 his death, and that these respondents have held said land by both
 9 constructive and actual possession ever since the said contract
 10 was made, and that the said creditors of the said Crider, and the
 11 complainants in the cause in particular, knowing all the while that
 12 said agreement had been made between these respondents and the said
 13 Crider concerning said land, ~~but~~ never attempted to subject said
 14 land to the sale of said debts untill said land suddenly rose in
 15 value, and became, owing to the demand for mineral land in that section
 16 very valuable. These ^{respondents} ~~complainants~~ are advised that even if it
 17 should be shown that said written agreement was made and entered
 18 into as charging ^{ed} in the complaint's ~~or~~ said bill, yet the said Crider
 19 being insolvent and unable to pay for the same in his life time and
 20 that his heirs since his death having made no effort to pay the re-
 21 mainder of the purchase money and to carry into effect the said con-
 22 tract, that at this late day a court of equity will not decree the
 23 specific execution of such a contract for the sole benefit of said
 24 Crider's creditors. It is also true that these respondents have cut
 25 from said land a small amount of tan-bark, stave timber and other
 26 timber, but they emphatically deny that they have cut as much as \$50.00
 27 worth of tanbark, \$70.00 worth of stave timber or \$100.00 worth of
 28 other timber, but that the tanbark, stave timber and other timber
 29 taken from said land did not amount to \$50.00 altogether. *

30 Your respondents say and are advised that under the circumstances
 31 that it would be irreparable injury to them for the court to decree
 32 a specific execution of such a contract, as the same had been
 33 abandoned by the said Crider and his heirs, and when if said
 creditors

And the plea of the statute of limitation is hereby
 involved and relied on as a bar to any recovery on said
 writing, purporting to be a contract entered into by these respondents.

1 had have been prompt in enforcing their right if they had any in
 2 the premisses, that these respondents could, and would have long since
 3 had said land subjected to the payment of their purchase money ^{lien} ~~loan~~.

4 Your respondents are further advised that a court of equity
 5 will not specifically enforce a contract so uncertain and indefinite
 6 in its terms as the contract mentioned in said complainants bill.

7 And now having fully answered the complainants said bill, these
 8 respondents asks to be hence dismissed ^{with} ~~and~~ ^{reasonable costs} ~~their respective interest~~
 9 in this behalf expended.

Orn & Noel p.d.

That part of the foregoing answer on page 2 line 25 to 24
 is excepted to because sec. 32.79 of the Code provides that
 when a bill alleges a writing to have been made or
 signed that no proof of such writing shall be required
 unless an affidavit be filed with the pleading putting
 it at issue. & no affidavit is filed & the answer is not
 sworn to. on page 3

Line 18 to 21 is excepted to because the conclusion
 of law as to the contract being on & the right to
 enforce that contract is not a proper conclusion

Line 30 to 33 page 3 & ~~24~~ Line 1 to 3 is ex-
 cepted to because the acts of Creditors or their assigns in
 no way affect the interest of lien Creditors whose rights
 have attached by reason of the judgments

Pennycuik Bros

Sarah Kirk et al.

vs. ⁵ Ind

³ M. L. Slump.

Filed in open Court
and by leave thereof
July the 8th 1903.

A. B. Munsey Clerk

M.L.Slomp,

Complainant.

vs.

In Chancery.

Arthur M.Kirk,

Defendant.

This cause came on this day to be heard upon the papers formerly read therein, and the report of Special Commissioner, R.L.Pennington filed herein showing a settlement by M.L.Slomp of the notes executed by him for the land purchased by him in this cause and showing that the claim of A.M.Kirk and wife set up in this cause has been fully settled. It is therefore adjudged, ordered and decreed that the report of the said R.L.Pennington, Commissioner, the same being unexcepted to, is hereby approved and confirmed. And it appearing to the court that said Slomp is entitled to a conveyance of the land purchased by him in this cause, it is further adjudged, ordered and decreed that R.L.Pennington, who is hereby appointed a special Commissioner for the purpose, do make, execute and deliver to the said M.L.Slomp and good and sufficient deed with covenants of special warranty, conveying said tract of land to the said Slomp in fee simple and make report thereof to the present term of this court. And it now appearing to the court that the said R.L.Pennington, who was hereinbefore appointed to make, execute and deliver to M.L.Slomp, a deed for the land purchased by him in this cause, has made said deed and herewith reported the same to the court, and the same being unexcepted to, is hereby approved and confirmed. And upon the payment of the sum of \$5.00 by the said M.L.Slomp to the said R.L.Pennington, Commissioner,

said Pennington, Commissioner, will deliver to the said Slomp, said deed. *the said A.M. Kirk & Sarah Kirk will*
~~And there remaining nothing further to be done in this~~
within 30 days from the date of this decree make to
~~cause the same is stricken from the docket.~~
to M.L. Slomp a return deed to said tract of land
made by them to Geo T. Cribbs, if they do not make
it within said 30 days then R.L. Pennington who
is hereby appointed a Special Commr. for such purpose
shall make said deed and the said A.M. &
Sarah Kirk shall pay to said Commr. Pennington
the sum of \$5.00 for making said deed for
which Certificate may issue. And this
case is stricken from the docket.

M. L. Sleep.

v. 2 *Neorufina*
4

A. M. Kirk itae

Entered in O.P.B.
No 8. Page 90 &c -

Enter this Ave
1905

H. A. W. S. W.

~~A. M. Kirk~~

Virginia,

At a circuit court continued and held for Lee County at the Court house thereof, on Tuesday the 11th day of December, 1905.

M. L. Slemp,

Complainant.

vs. (In chancery.

Arthur M. Kirk.

Defendant.

This cause came on this day to be heard upon the papers formerly read therein and the report of Special Commissioner, R. L. Pennington, filed herein showing a settlement by M. L. Slemp of the notes executed by him for the land purchased by him in this cause and showing that the claim of A. M. Kirk and wife set up in this cause has been fully settled. It is therefore adjudged, ordered and decreed that the report of the said R. L. Pennington, Commissioner, the same being unexcepted to, is hereby approved and confirmed. And it appearing to the court that said Slemp is entitled to a conveyance of the land purchased by him in this cause, it is further adjudged ordered and decreed that R. L. Pennington, who is hereby appointed a special commissioner for the purpose, do make, execute and deliver to the said M. L. Slemp a good and sufficient deed with covenants of special warranty conveying said tract of land to the said Slemp in fee simple and make report thereof to the present term of this court, and it now appearing to the court that the said R. L. Pennington, who was hereinbefore appointed to make, execute and deliver to M. L. Slemp a deed for the land purchased by him in this cause, has made said deed and herewith reported the same to the court, and the same being unexcepted to, is hereby approved and confirmed. And upon the payment of the sum of \$5.00 by the said M. L. Slemp to the said R. L. Pennington, Commissioner, said Pennington, Commissioner, will deliver to the said Slemp said deed, and the said A. M. Kirk and Sarah Kirk will within 30 days from the date of this decree make to M. L. Slemp a release deed to said tract of land sold by them to Geo. T. Crider, and if they do not make it within said 30 days, then R. L. Pennington, who is hereby ap-

(2)

pointed a special commissioner for that purpose shall make said deed and the said A. M. & Sarah Kirk shall pay to the said Commissioner, Pennington, the sum of \$5.00 for making said deed for which execution may issue. And this cause is stricken from the docket.

A Copy.

Teste: _____ Clerk.

Wm. L. Kemp Comptroller
vs. J. In Chancery
Arthur M. Kirk Defts

V. C. 101A

750

OT 62K.

te4006 013

(2)

M. L. Sleeps -

Compliment

25-

In Chancery

Arthur M. Kirk et al. Defendants

This cause came on this day to be heard upon the papers formerly read therein & the motion of M. L. Sleeps for a writ of possession for the lands parceled by decree in this cause & was argued by counsel on each side in which it is adjudged & ordered & decreed that a writ of possession be & is hereby awarded to the said M. L. Sleeps to be issued upon by the clerk upon his order or that of his attorney for the property parceled in this cause. by decree -

And this cause is continued -

M. L. SLEMP, COMPLAINANT.)

v.)

IN CHANCERY.

ARTHUR M. KIRK ET AL DEFTS)

THIS CAUSE came on this day to be heard upon the papers formerly read therein, and the report of Special Commissioner, R. L. Pennington filed herein on May 2, 1904, to which there are no exceptions; and was argued by counsel.

ON CONSIDERATION of all which, it is adjudged, ordered and decreed that the said report of said commissioner be and the same is hereby approved and confirmed, and the sale therein reported to M. L. Slemp of the tracts of land heretofore ordered to be sold at the price of \$590.00 is also hereby approved and confirmed; and the said commissioner will collect the deferred purchase money notes when they shall be come due, and pay out to the parties entitled thereto and report the same to this court.

AND this cause is continued.

M. L. Slump

7 ³/₄ Acres
3/4 Conforming Sale

A. M. Kirk, Inc.
~~~~~

Encl. C. O. B. No 7,  
page 468.

Enter this record

May 19 1904

H. A. W. Sherry







least thirty days at three public places by written and printed notices posted in such places, proceed to make sale of the said land on credit of one and two years time, except a sum sufficient to pay the costs of this suit and the commissions of sale, which he will require to be paid in hand. It further appearing to the court, from the said contract filed in this cause, that the amount of purchase money, which the said Arthur M. Kirk was to receive for the said land from the said Crider, depended upon the number of acres contained in the said tract, which was contracted at the price of \$8.00 per acre, and it appearing to the court, that it was agreed in said contract, that said land should be surveyed and the amount ascertained at the rate aforesaid, the costs of the survey <sup>equally</sup> to be borne by the said Kirks and the said Crider; It is, therefore further adjudged, ordered and decreed that W.E. Thompson, who is hereby appointed a special commissioner for the purpose, will, after having given the parties, or their attorneys, notice of the time of the performance of the duties herein required of him, go upon the said land in said contract mentioned and make a survey of the same and ascertain the metes and bounds of the said land and the number of acres contained in the said tract, and report his action hereunder to this court. It is further adjudged, ordered and decreed that the said Arthur M. Kirk and Sarah Kirk, before they shall receive the benefits under this decree and before the said commissioner shall pay to them any money derived from the sale of the said land, shall first execute to the heirs of the said George T. Crider, deceased, a good and sufficient deed, with covenants of special warranty, conveying said land to said heirs of said George T. Crider, and shall file said deed in this cause as an escrow deed to be delivered to the purchaser of the land in this cause, upon the payment of the purchase price, which may be agreed to be paid for said land under the sale hereinbefore directed. And this cause is continued.



M. R. Sleep -

V.  $\frac{3}{3}$  Decree  
 $\frac{3}{3}$  for Sale

Arthur M. Kirk  
et al

Exec. C.D.B. No. 7. p 416

Enter this Decree  
July 18, 1904.

H. W. Steer



M.L.Slemp,

Complainant,

vs.

In Chancery,

Arthur M.Kirk, Sarah Kirk, and others.

Defendants.

This cause came on this day to be heard upon the bill of the complainant and exhibits filed therewith, the plea of the Staute of limitations filed in the cause by Sarah and A.M.Kirk, the answer of M.G.Ely guardian ad litem for Marx Green Crider, Benjamin Crider, Fred Crider and Judge Crider, the infant defendants, and the separate and exceptions filed in writing to said answer, answer of Sarah and A.M.Kirk, and was argued by counsel.

On consideration of all which, and it appearing to the court that order of publication has been duly made, posted and published for the non-resident defendants Polk, Mary and Emily Cirider, and that process has been duly served upon T.J.Ely, admr of the estate of and they failing to appear, plea or answer, G.T.Crider, the said bill of the said complainant is as to said defendants ~~is~~ taken for confessed. And it is adjudged order, and decreed that the exception of the said plaintiff to said plea of limitations is hereby sustained, and the ~~exceptions to said answer~~ ~~are also sustained~~, and the plaintiff replied generally to said answers of said defendants. And this cause is continued.



M. L. Sharp

or  $\frac{2}{3}$  Dec

R. M. Kirk

---

Entered on lch by O. B.

No 7 P 342

Enter this

July 13, 1903

H. W. Blum



The deposition of R.L.Pennington taken before me A.B.Munsey, Commissioner in Chancery for the Circuit Court for Lee County, pursuant to notice hereto attached at the law office of R.L.Pennington in the town of Jonesville Va., on the 15th day of October, 1903, to be read as evidence in behalf of the plaintiff in a certain suit in Chancery pending in the Circuit Court for Lee County, wherein M.L.Slemp is plaintiff and Arthur M.Kirk et al are defendants.

Present R.L.Pennington of Counsel for Plaintiff,

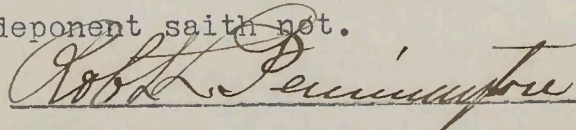
Judge J.W.Orr, of counsel for defendant.

R.L.Pennington a witness of lawful age being first duly sworn makes the following statement:

In Chief.

As attorney for M.L.Slemp I called upon Mr.T.J.Ely who was administrator of the estate of G.T.Crider for any deeds or contracts which Mr.Crider had had for land which had not already been sold and applied to the payment of his indebtedness. Mr.Ely was at his store and sated that the papers pretaining to the George T.Crider estate were at his home. His wife was in the store at the time and he sent her with me and told her to turn over the Crider papers to me and let me look for the papers I wanted. I went to his house with his wife and Mrs.Ely gave me a lot of old papers pretaining to Criders matters and on looking through them I found a contract between said G.T.Crider and ~~Arthur~~ M. Kirk and Sarah Kirk dated Sept 12, 1892, whereby as shown by said paper Mr.kirk and wife were selling to said Crider a tract of land. I file said paper here with my deposition marked "Contract". I also found pinned to the said contract two papers purporting to be receipts for money as a payment on said tract of land. I here file said two papers as part of my deposition marked "Receipt 1" and "Receipt 2".

And furthur this deponent saith not.



Virginia, Lee County to wit:

I, A.B. Munsey, Commissioner in chancery for the circuit court for



Lee County, do hereby certify that the foregoing deposition of  
R.L. Pennington was duly taken, sworn to and subscribed before me  
at the time and place and for the purpose in the caption mentioned.

Given under my hand this the 15th day of Oct. 1903.

A.B. Munsey Comm. in Ch.



This contract made & Entered into this  
Sept 13<sup>th</sup> 1892 by and between Arthur M  
Kirk & his wife of the 1<sup>st</sup> part & Geo  
T Crider of the 2<sup>nd</sup> part all of the  
County of Lee and State of Virginia  
Witnesseth That Arthur M Kirk &  
Sarah Kirk his wife has sold  
to George T Crider a certain tract  
or parcel of land for the consid  
eration of the sum of 800 Eight  
dollars per acre for which said  
George T Crider is to pay the said  
parties \$25<sup>00</sup> on the 26 day of this  
month & \$25<sup>00</sup> in 3 months from  
the 26<sup>th</sup> day of this month and the  
Remainder What Ever it will be  
in 2 years from the 26<sup>th</sup> of this  
month and we are to have the  
land surveyed as soon as practicable  
and Each of us are to pay a propo  
tional part of the expences in  
surveying out said land and the  
land is a part of The Jincy Napier  
Tract and lying on the waters of  
Straight Creek This Being the  
full and entire interest in and  
to said land it Being Sarah Kirk  
interest in the Jincy Napier Tract &



her part or interest in Isaac Napier's  
Share of Land and also the interest  
that they Arthur Kirk and Sarah  
bought or accumulated in any re-  
spect to the land and the said  
Arthur Kirk and Sarah Kirk his  
wife Bind themselves in a sum  
of two hundred Dollars to make  
said George F. Bridger a good deed  
for said land with all its apper-  
tenances when the last payment  
is paid given under our hands  
This Sept 13<sup>th</sup> 1892

Arthur M. Kirk (Seal)  
Sarah F. Kirk (Seal)



Anthony Kirk  
Bond



April 8 1893

Received of Geo F Grider  
1800 Eighteen Dollars  
on the Debt Grider owed Author  
Kirk for land he got of him  
given under my hand the 8 day  
of April 1893 Levi Napier  
Witness Eli Atha Grider



"Receipt 1"  
with Depositors of  
R. H. Puccinnyton

At York  
Receipt



1892. Irl R. Hicks' Storm Calendar. OCT 1892

Black figures indicate Central Storm dates. Stars, Secondary Storms.

|    |    |                           |
|----|----|---------------------------|
| Sa | 1  |                           |
| SU | 2  | Received of G. T. Crider  |
| Mo | 3  | 2 500 Twenty Five dollars |
| Tu | 4  | the first payment         |
| We | 5  | check on hand             |
| Th | 6  | this sept 1 1892          |
| Fr | 7* | Arthur M. Seave           |
| Sa | 8* | Received on the 2nd       |
| SU | 9  | payment \$5.70 cts        |
| Mo | 10 | of G. T. Crider           |
| Tu | 11 | this oct 8 1892           |
| We | 12 | Arthur M. Seave           |
| Th | 13 |                           |
| Fr | 14 |                           |
| Sa | 15 |                           |



...all  
...nt medicine has attained a  
world-wide reputation, on account of its great curative and  
strengthening properties. Wherever introduced it has  
always given universal satisfaction, and it is surely and  
steadily increasing the well merited favor it has gained.  
This results from the remedy accomplishing all that is  
claimed for it, and this reliability has entrenched Dr. J. H.  
McLean's Strengthening Cordial and Blood Purifier  
unassailably in public favor.

## DYSPEPSIA.

Business or family cares and anxieties are  
very frequent causes of dyspepsia. "The  
battle of life" is too often fought, not only with much wear  
and tear, but with almost overwhelming anxieties and dis-  
appointments, and the digestive organs are often the first  
to suffer from depression of the mind. When the mind is  
depressed, by disappointment or anxiety, or trouble of any  
kind there is a corresponding depression of the energies  
of the nervous system and so the stomach, in common with  
other organs, loses a portion of its vital energy. Now,  
good health depends upon perfect nutrition, and it is cer-  
tain that nutrition cannot be perfect unless the digestive  
apparatus properly performs its functions. If the right  
proportion of acid and ferment be disturbed in the gastric  
juice, or if the liver, pancreas or intestinal glands are de-  
ranged; if inactive kidneys and constipated bowels



To Arthur M. Kirk, Sarah Kirk, T. J. Ely administrator of the estate  
of G. T. Crider, and M. G. Ely G. A. L. for the infant defendants.

Take notice that I shall, on the 15th day of October, 1903,  
at the law office of R. L. Pennington in the town of Jonesville, Va.

between the hours of 8 A. M. and 8 P. M., on that day, proceed to take the depositions  
of Levi Napier ~~xxxxx~~ and others, to be read in evidence in my behalf,  
in a certain suit depending in the circuit court for the county  
of Lee wherein you are defendants  
and I am Plaintiff,

and if from any cause, the taking of the said depositions be not commenced on that day, or, if commenced, be not concluded on that day, the taking of the same will be adjourned and continued from day to day, or from time to time, at the same place and between the same hours, until the same shall be completed.

Very respectfully,

*M. L. Sleep*  
*R. L. Pennington*



*M. L. Sloup -*

vs.

NOTICE TO TAKE  
DEPOSITIONS.

*A. M. Kirk & Co*

*P. B. Ross -* p. q.

Executed Oct 8-1903  
by delivering a true  
copy of the within  
summons to J. J. Oak  
Adams and M. G. Ell  
Garden addition of  
J. B. Bynington P. S.  
For M. J. Melchior  
J. L. C.



M. L. Slomp

vs } Deposition

A. M. Kirk et al

Taken before me  
as Comr in Chy  
and filed <sup>as Clerk</sup> Oct 15<sup>th</sup>  
1903.

A. B. Munsey Clerk

Comr in Chy. 75<sup>cts</sup>  
wit- 50

\$1.25

Pennington Bros.  
ATTORNEYS AT LAW.

JONESVILLE AND PENNINGTON GARVA.



Virginia,

At a Circuit Court continued and held for Lee County, at the Court-house thereof, on Thursday 18th day of February 1904.

M. L. Slomp

Complainant.

vs In Chancery

Arthur M. Kirk, Sarah Kirk et al, Defendants.

This cause came on ~~again~~ this day to be heard upon the papers formerly read therein and the depositions of witnesses and was argued by counsel. Upon consideration of all which, the Court is of the opinion that the estate of Geo. T. Crider and the creditors of the said estate have the right to have sold the tract of land mentioned in the plaintiffs bill, which was contracted to George T. Crider in his life-time by the said Arthur M. Kirk and Sarah Kirk on the 11th day of September 1892, and to have sold the tract of land mentioned in said bill, conveyed by George M. Stapleton et al, to the said George T. Crider by deed made the 18th day of April 1890. The Court is further of opinion ~~that~~ the question of damages raised in the said Plaintiffs bill as to the logs, lumber, staves and tan bark taken off of the lands mentioned in the plaintiffs bill by said Arthur M. Kirk and Sarah Kirk cannot be settled in this suit, but that it is the duty of the administrator of the said estate to prosecute his action at law for the recovery of a judgment for any timber or other things taken off of the said land and for any rents and profits received by them. It is therefore adjudged, ordered and decreed that the said Arthur M. Kirk and Sarah Kirk have a first lien upon the land contracted to be sold by them in the contract filed in this suit, for the purchase price of the said land subject to a credit of \$25.00 as of February 1st 1892, and a credit of \$5.70, October 8, 1892, and \$18.00 as of April 8, 1893. It is further adjudged, ordered and decreed that R. L. Pennington who is hereby appointed a special Commissioner for the purpose will after having executed bond before the Clerk of this County in the sum of \$500.00



and after having advertised the time, terms and place of sale for at least thirty days at three public places by written or printed notices posted in such places, proceed to make sale of the said land on credit of one and two years time, except a sum sufficient to pay the costs of this suit and the commissions of sale, which he will require to be paid in hand. It further appearing to the Court from the said contract filed in this cause that the amount of purchase money which the said Arthur M. Kirk was to receive for the said land from the said Crider depended upon the number of acres contained in the said tract, which was contracted at the price of \$8.00 per acre, and it appearing to the Court that it was agreed in said contract, that said land should be surveyed and the amount ascertained at the rate aforesaid the costs of the survey to be equally borne by the said Kirks and the said Crider; It is therefore further adjudged, ordered and decreed that W. E. Thompson who is hereby appointed a special commissioner for the purpose will after having given the parties or their attorneys notice of the time of the performance of the duties herein required of him, go upon the said land in said contract mentioned and make a survey of the same and ascertain the metes and bounds of the said land and the number of acres contained in the said tract and report his action here under to this Court. It is further adjudged, ordered and decreed that the said Arthur M. Kirk and Sarah Kirk before they shall receive the benefits under this decree and before the said Commissioner shall pay to them any money received from the sale of the said land shall first execute to the of the said George T. Crider deceased, a good and sufficient deed with covenants of special warranty conveying said land to said heirs of said George T. Crider and shall file said deed in this cause as an escrow deed to be delivered to the purchaser of the land in this cause upon the payment of the purchase price which may be agreed to be paid for said land under the sale hereinbefore directed.

And this cause is continued;

A Copy, Teste:

W. E. Thompson Clerk.



W. E. Thompson  
Peamptor Gap, Va



Virginia,

At a Circuit Court continued and held for Lee County, at the Court-house thereof, on Thursday 18th day of February 1904.

M. L. Slemp

Complainant.

vs

In Chancery

Arthur M. Kirk, Sarah Kirk et al,

Defendants.

This cause came on ~~this~~ this day to be heard upon the papers formerly read therein and the depositions of witnesses and was argued by counsel. Upon consideration of all which, the Court is of the opinion that the estate of Geo. T. Crider and the creditors of the said estate have the right to have sold the the tract of land mentioned in the plaintiffs bill, which was contracted to George T. Crider in his life-time by the said Arthur M. Kirk and Sarah Kirk on the 11th day of September 1892, and to have sold the tract of land mentioned in said bill, conveyed by George M. Stapleton et al, to the said George T. Crider by deed made the 18th day of April 1890. The Court is further of opinion ~~that~~ the question of damages raised in the said Plaintiffs bill as to the logs, lumber, staves and tan bark taken off of the lands mentioned in the plaintiffs bill by said Arthur M. Kirk and Sarah Kirk cannot be settled in this suit, but that it is the duty of the administrator of the said estate to prosecute his action at law for the recovery of a judgment for any timber or other things taken off of the said land and for any rents and profits received by them. It is therefore adjudged, ordered and decreed that the said Arthur M. Kirk and Sarah Kirk have a first lien upon the land contracted to be sold by them in the contract filed in this suit, for the purchase price of the said land subject to a credit of \$25.00 as of February 1st 1892, and a credit of \$5.70, October 8, 1892, and \$18.00 as of April 8, 1893. It is further adjudged, ordered and decreed that R. L. Pennington who is hereby appointed a special Commissioner for the purpose will after having executed bond before the Clerk of this County in the sum of \$500.00



and after having advertised the time, terms and place of sale for at least thirty days at three public places by written or printed notices posted in such places, proceed to make sale of the said land on credit of one and two years time, except a sum sufficient to pay the costs of this suit and the commissions of sale, which he will require to be paid in hand. It further appearing to the Court from the said contract filed in this cause that the amount of purchase money which the said Arthur M. Kirk was to receive for the said land from the said Crider depended upon the number of acres contained in the said tract, which was contracted at the price of \$8.00 per acre, and it appearing to the Court that it was agreed in said contract, that said land should be surveyed and the amount ascertained at the rate aforesaid the costs of the survey to be equally borne by the said Kirks and the said Crider; It is therefore further adjudged, ordered and decreed that W. E. Thompson who is hereby appointed a special commissioner for the purpose will after having given the parties of their attorneys notice of the time of the performance of the duties herein required of him, go upon the said land in said contract mentioned and make a survey of the same and ascertain the metes and bounds of the said land and the number of acres contained in the said tract and report his action here under to this Court. It is further adjudged, ordered and decreed that the said Arthur M. Kirk and Sarah Kirk before they shall receive the benefits under this decree and before the said Commissioner shall pay to them any money received from the sale of the said land shall first execute to the of the said George T. Crider deceased, a good and sufficient deed with covenants of special warranty conveying said land to said heirs of said George T. Crider and shall file said deed in this cause as an escrow deed to be delivered to the purchaser of the land in this cause upon the payment of the purchase price which may be agreed to be paid for said land under the sale hereinbefore directed.

And this cause is continued;

A Copy, Teste:

W. E. Thompson Clerk.



M. L. Slump  
vs De Lehuany  
Arthur Kirk

Appoint W. E. Thompson  
Surveyor

Had not served  
this -

Campton Barr  
Attys for Plt



III

Richmond Land

Hickory

Shoals S

Shoals

Carter Land  
W

Arthur & Kirk 33½ A

Kirk's Home

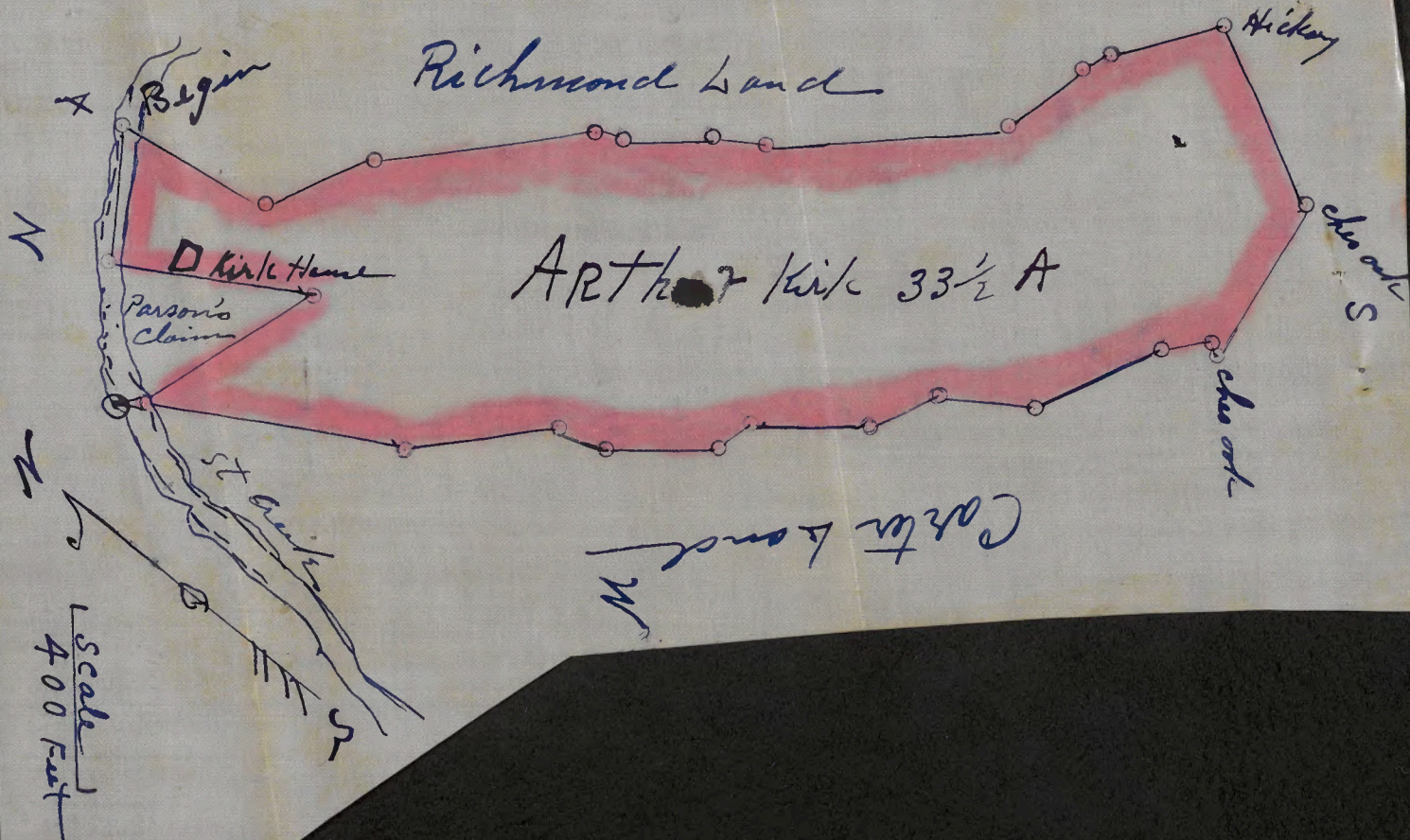
Parson's  
Claims

Begin

N

N

Scale  
400 Feet





M.L.Slemp, Complainant,

vs.

Arthur M.Kirk, Sarah Kirk et al, Defendants.)

) Commissioners Report.

To the Hon.H.A.W.Skeen, Judge of the Circuit Court for Lee County  
Virginia:

---oo---

Your Commissioner, W.E. Thompson, who was appointed a special commissioner, for the purpose of surveying the lands in controversy in the above styled cause, by a decretal order entered in said cause by your honor's court at the February term thereof, begs leave to report, That pursuant to the terms of the said decree, after giving to parties to the said suit ten days notice of the time, entered up- said lands and surveyed the same in accordance to the provisions of said decree, and found that there are thirty three and one half acres in said tract of land, and found the metes and bounds of the same as follows, as will be seen from the plat of same filed herewith, to-wit:

Beginning at at a white oak on the North side of Sraight Creek, as shown on the said plat at (A), corner to Robert Alsop and the Richmond land, and with the lines of the latter S 7° 15' E. 370 feet to two chestnuts on a point; S 61° 15' E. 260 feet to a stake; S 45° 30' E. 496 feet to a bazed spotted oak; S 19° 30' E. 64 feet to three chestnut oaks; S 38° 45' E. 186 feet to a stake; S 29° E. 130 feet to a small maple; S 40° 30' E. 334 feet to two small chestnuts; S 46 E. 208 feet to a chestnut; S 75° 15' E. 209 feet to a small chestnut to a small chestnut; S 65° E. 73 feet to a locust; S 51° 30' E. 255 feet to a hickory on top of Lone Mountain; and with the top of said mountain S 26° 45' W. 432 feet to a large chestnut oak, corner to M.L.Slemp's land; and with said Slemp's line S 84 W. 397 feet to a large chestnut oak; corner to the Carter h<sup>er</sup>'s land; and with line of the same and down a ridge as it meanders N 17 E. 15 feet to small oak; N. 46° 15' W. 120 feet to a stake; N. 62° 30 W. 306 feet to a sourwood; N 30° 30' W. 225 feet to a stake; N. 61° 15' W. 160 feet to a maple; N. 36° 30' W. 268 feet to a chestnut oak; N 75° 30' W. 85 feet to a stake; 36° 45' W. 252 feet to a black oak; N 14 W. 124 feet to a stake; N. 45° 30' W. 338 feet to a chestnut oak on aspur; N 28 W. 589 feet to



a stake in a branch; on the Mc Cradie line; and with the same S70 E. 444 feet to two hickory stumps, and cestnut sprout; thence with the original Alsep line N.26°30' W.258 feet to, a stake on the Norht side of Sraight Creek; N 57° 30' E? E.313 feet to the Beginning.

Respectfully submitted, this 22<sup>nd</sup> day of  
April, 1904.

W.E. Thompson.



M. L. Slevin.  
J.S.

Arthur & Sarah Kirk

Com. Report

Cost. of Survey.

W. E. Thompson Surveyor. 5.00  
3 Chainmen & Axemen 3.00  
Total \$ 8.00

April, 1904.

Respectfully submitted, this day of

of Straight Creek; N 57° 30', E 2 E. 213 feet to the Beginning.

original Alsep line N. 28° 30', W. 258 feet to, a stake on the North side  
and feet to two hickory stumps, and centant sprout; thence with the  
a stake in a branch; on the Mc Cradle line; and with the same 270 E.



M. L. SLEMP

v.

ARTHUR & SARAH KIRK.

TO THE HONORABLE H. A. W. SKEEN. JUDGE OF THE CIRCUIT  
COURT FOR LEE COUNTY:

Your undersigned special commissioner  
appointed at the last term of Your Honor's court in the  
above styled cause to make sale of:

(1) A tract of land sold by Arthur Kirk and wife to  
George T. Crider, situated in "The Pocket" on the waters of  
Jims Creek:

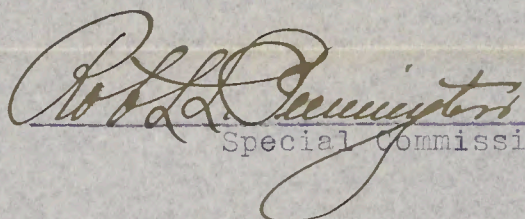
(2) A tract of land conveyed by George N. Stapleton and  
Levi Napier to George T. Crider by deed dated April 13, 1890:  
begs leave to report :

That on the 30th day of April, 1904,  
after having advertised the time, terms and place of sale,  
pursuant to decree, and after having executed the bonds  
required by the court, proceeded, at the front door of the  
Court House for Lee County, to make sale of the said tracts  
of land. Your commissioner offered said land for sale  
in the presence of a large crowd of people, and, after  
considerable bidding, M. L. Slemp became the purchaser, as  
the highest bidder, at the price of \$590.00. Said Slemp  
executed to your commissioner two notes for \$255.13 each,  
payable in one and two years from date with interest from  
date, H. L. Slemp as surety; and paid to your commissioner  
\$58.93, the costs of the suit and \$20.80, the commissions of  
sale. Your commissioner thinks the notes are good and  
recommends the confirmation of the sale.



By another part of the said decree entered in the last term, W. E. Thompson was appointed as surveyor to ascertain the amount of lands embraced in the contract between George Crider and Arthur and Sarah Kirk. He filed his report; there were thirty-three acres in all of the land. The George N. Stapleton tract mentioned as Tract No. 2. above is supposed to be six acres of the thirty-three, leaving twenty-seven and one half (27-1/2) acres as the number of acres sold by said Kirk and wife to George T. Crider. The cost of making the survey, as reported by Mr. Thompson, is \$8.00; according to the terms of the contract between Crider and the Kirks, this expense was to be borne equally.

Respectfully submitted,

  
Special Commissioner.

*W. E. Thompson*  
*Surveyor*  
*30*  
*1*  
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M. L. Sleep -

4. <sup>5</sup> Reprint  
of  
Sale

Arthur M. Kirt

---

- Filed ~~Apr~~ May 2  
1904 H. C. Ewing  
Clerk



Dec. 7 1902



Received from R. H. Cunningham Esq.  
Three Hundred & Forty One <sup>29</sup>/<sub>100</sub> Dollars.

be on my judgment being vs G. S. Crider  
In Suit of M. R. Sharp v. A. M. Kirtland et al.

\$ 341.29

M. L. Slerry



Nov. 24<sup>th</sup> 1905

\$220<sup>00</sup>

Recd. of M. L. Slump  
Two Hundred & Twenty  
Dollars - in full of  
the amount due

~~to~~ Mrs. Sarah Kirk  
out of sale of the  
lands in the Cham-  
berlaine case of M. L.  
Slump vs. T. J. Ely admits  
it all - and it being  
agreed that said  
Sarah shall be entitled  
to said \$220<sup>00</sup> as  
her share of total  
purchase price of  
said lands - said  
Sarah having her share



filed her petition in  
 said cause setting  
 up claim to  $\frac{5}{6}$  of  
 said purchase money  
 lent on account  
 of the payment of  
 said sum of money  
 said petition is to  
 be dismissed &  
 not further proce-  
 euted, and whatever  
 rights said Sarah  
 shall have in and to  
 said fund, ~~it~~ is  
 hereby assigned &  
 turned over to said  
 Elmer, without recourse.

J. C. Noel, Atty  
 for Sarah Kirk.



COMMISSIONER'S REPORT.

---

To the Hon. H.A.W.Skeen, Judge of the Circuit Court for Lee County:

Your undersigned Special Commissioner who made sale of the real estate in the Chancery cause of M.L.Slomp, against Arthur M.Kirk et al. begs leave to report that M.L.Slomp, the purchaser has settled with Arthur and Sarah Kirk for their claim in this cause which should come out of the sale of the said real estate for the sum of \$220.00, and the judgment which was obtained by Geo. T.Grider against A.M.Kirk and wife, as appears by the receipt of the said Kirk's attorney herewith filed. The balance of the funds derived from the sale of said land outside of the costs of this suit, which has already been paid will be going to M.L.Slomp on judgment liens which are held against the tract of land herein sold. The amount of the notes executed by said Slomp as shown by prior reports herein is \$510.27. The interest thereon up to the present time is \$51.02, making a total due on said notes of this date, \$561.29. Deducting from this amount, the amount paid Kirk, there is \$341.29 to be applied to the judgment liens of M.L.Slomp, which with interest counted down to the present time amounts to \$460.92. Your Commissioner has taken the receipt of said Slomp for the sum of \$341.29 and delivered to the said Slomp his said notes and he is now entitled to the deed for said tract of land.

Respectfully submitted,

  
Commissioner.



M. L. Slump.  
vs. 3 Repts of  
3 Ormer

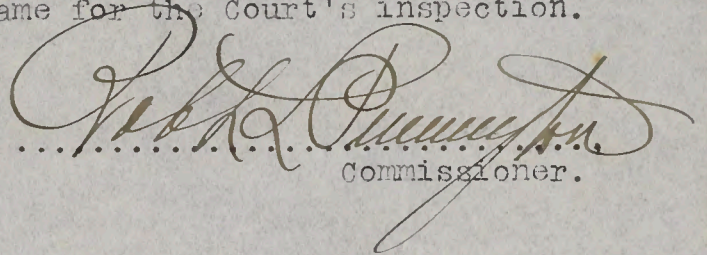
Att. Kirk & Co  
Filed Dec 8, 1905  
J. H. T. Ewing, clk.



To the Honorable H.A.W.Skeen, Judge of the Circuit Court for  
Lee County:

Your undersigned special Commissioner, in the chancery cause  
of M.L.Slomp against A.M.Kirk et al., appointed therein at the  
December term, 1905, to make to M.L.Slomp a deed for the land  
purchased in this cause, begs leave to report that he has executed  
the deed, and herewith files the same for the Court's inspection.

Respectfully submitted.

  
.....  
Commissioner.



M. L. Sleep

v E. R. Smith of  
E. R. Smith

A. M. Kirk

~~~~~


M.L.Slomp,

Complainant,

vs.

In Chancery,

Arthur M.Kirk, et al.

Defendants.

This suit is pending in the Circuit Court for Lee County, Va. The general object of this suit is to specifically execute a contract for the sale of a certain tract of land and to extract title from Arthur M. and Sarah Kirk, which sale was made under a written contract dated the 13th day of Sept., 1892, whereby the said Arthur M. and Sarah Kirk sold to ~~xxxxxx~~ George T. Crider a certain portion of what is known as the Jincy Naper lands, which is situated in the Pocket and supposed to contain about 40 acres, and lies on the waters of Gin's Creek, and being all the interest of the said Arthur and Sarah Kirk in any manner acquired in the said lands; and the further object of this suit is to enforce ^{against said lands} the lien of the plaintiff amounting to about the sum of \$265.00, as well as the other liens of other parties who are willing to come into this suit and contribute to its expense. The names of the persons whose estate is intended to be affected by this ^{Suit} is that of Arthur M. Kirk and Sarah Kirk, wife of said Arthur Kirk.

This Jan. 13, 1903.

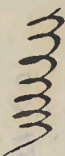
Robert L. Pennington
Of Counsel for M.L.Slomp.

Virginia, Lee County to-wit;

IN the Office of the Clerk of the County Court for said County, the 13th day of January 1903. The foregoing writing was presented and admitted to record at 3 o'clock P. M.

Teste: B. W. Morgan Clerk.

M. L. Sleaf-

vs.  Lisa
Pudew.

Arthur M. Kirkham

Filed for Record
13, 1903.

Recorded in Deed
Book No 39 page
486

Examined Jan 13, 1903
Sealed

Clerk 75 Cts

M. L. Sleep-

2-

A. M. Kirtle et al -

590.00 Paid by L. T. Hyatt -

15.00 Com on 1st 300 - 5%

580 2% Com on Rem - 290.00

79.73 20.80 Cents -

510.27

255.13 due in 1 yr

510.27 255.14 " " 2 yrs -

510.27, Notes

20.80 Com

58.93 Cents

\$590.00[±]

79.73

11.75

67.98

Sluys

✓

1/2

mus. of Seals -

TAKE NOTICE.

M.L.Slemp, Plaintiff,

vs.

Arthur M.Kirk and Sarah F.Kirk, Defendants.

Pursuant to a decree rendered in the above styled cause on the 18th day of February, 1904, by the Circuit Court for Lee County, I will proceed to make sale at public outcry to the highest bidder, at the front door of the Court House of Lee County, upon the 30 day of April 1904, on a credit of one and two years time, except a sum sufficient to pay the costs of this suit and the commissions of sale, which will be required to be paid in hand, with interest on the deferred payments from date of sale, of the following tracts of land:

(1) A tract of land sold by Arthur M.Kirk and wife to George T.Crider in his life time containing 33 1/2 acres by recent survey, situated in The Pocket on the waters of Gims Creek:

(2) A tract of land conveyed by George N.Stapleton, Nancy J.Stapleton, Levi Napier and Elizabeth Napier to George T.Crider by deed dated the 18th day of April, 1890, and being the undivided interest of said parties in the George Napier tract of land. Said land is situated on the west side of Lone Mountain in Lee County, Virginia.

The purchaser will be required to execute notes with personal security for the payment of the deferred payments.

R.L. Pennington
Commissioner.

I hereby certify that the bond required in the above styled cause has been duly executed by R.L.Pennington, Commissioner.

H.C. Towing
Clerk.

Slup

v

1 list

Copies of Notice

posted

In the Clerk's Office of the Circuit Court of the County of
Lee

M. L. Slemp

Plaintiff,

against

In Chancery

Sarah Kirk et als

Defendant &.

This day

M. L. Slemp

personally appeared

before me,

A. B. Munsey

Clerk of the said Court,

and being duly sworn, made oath that

Peck Leider, Mary Leider
and Emily Leider

defendant in the said suit are not resident & of the State of Virginia,

Given under my hand as Clerk of the said Court, this 12th day of February

1903.

A. B. Munsey Clerk

M. L. Slemp

vs. {

AFFIDAVIT FOR ORDER
OF
PUBLICATION.

Sarah Kirk et al

Pennington Bros p. q.

Filed Feb'y 12th 1903

A. B. Munsey Clerk

In the Clerk's Office of the Circuit Court of the County of
Lee on the 12th day of February 1903

against

M. L. Slump

Plaintiff

In Chancery

Sarah Kirk et als

Defendants

The object of this suit is to Specifically enforce a Contract of Sale
made by Sarah Kirk and husband Arthur M Kirk to
George T. Leider for a tract of land situated in the Pocket
Country, in Lee County Virginia, on Hirs Creek, and
said to contain about forty acres, and to have said
tract of land sold, and the proceeds applied to
the payment of the indebtedness of the said George
T. Leider now deceased according to the priorities
of such indebtedness

And an affidavit having been made and filed that the defendant S Polk Leider, Mary Leider
and Emily Leider
are not residents of the State of Virginia, it is ordered that they do appear here within fifteen days
after due publication hereof, and do what may be necessary to protect their interest in this suit. And
it is further ordered that a copy hereof be published once a week for four weeks in the South-West
Virginian, and that a copy be posted at the front door of the court-house of this County
on the first day of the next term of the County Court.

A copy—Teste:

Permutation Bros p. q.

A. B. Munsey Clerk.

M. L. Slomp

vs. {

ORDER OF
PUBLICATION.

Sarah Kirk et als

Virginia Lee County to-wit
I A B Munsey Clerk of
the Circuit Court for Lee
County Virginia do
hereby certify that I posted
a copy of the within order
of Publication at the front
door of the Court house
of Lee County on the first
day of the February term
of the County Court of
said County.

Given under my
hand this the 20th day
of Feb'y 1903
A B Munsey Clerk

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *Thos J. Ely* Admr of the
estate of *Gen. T. Leider, Mary Leider, Emma Leider, Polk Leider,*
Green Leider, Benjamin Leider, Fred Leider, Judge Leider
Sarah F. Kirk and Arthur M. Kirk

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be
held for the said court, on the *1st* Monday in *February*, 190*3*, to answer a
bill in chancery exhibited against *Them* in our said court by
M. L. Slemf

And have then there this writ. Witness, *A. B. MUNSEY*, Clerk of our said Court,
at the court-house, the *8th* day of *January*, 190*3*, and in the *127th*
year of the Commonwealth.

A. B. Munsey, Clerk.

A copy

Teste: *A. B. Munsey* Clerk

vs. { SUBPOENA
IN CHANCERY.

p. q.

To Rules.

Court.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *Thos. J. Ely* Admr of the
estate of *Geo. L. Leider*, *Mary Leider*, *Emma Leider*,
Polk Leider, *Green Leider*, *Benjamin Leider*, *Fred Leider*,
Judge Leider, *Sarah F. Kirk* and *Arthur M. Kirk*
to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be
held for the said court, on the *1st* Monday in *February*, 190*3*, to answer a
bill in chancery exhibited against *Them* in our said court by
M. L. Slemp

And have then there this writ. Witness, *A. B. MUNSEY*, Clerk of our said Court,
at the court-house, the *8th* day of *January*, 190*3*, and in the 12*7th*
year of the Commonwealth.

A. B. Munsey, Clerk.

Serve Copies on
 Mary Linder,
 Emma Linder
 Peck Linder
 Green Linder
 Benjamin Linder
 Fred Linder
 Judge Linder
 Sarah, F. Kirk and
 Arthur M. Kirk

M. L. Lemp

vs. }

SUBPOENA
 IN CHANCERY.

Thos J. Ely Admstr etc

Pennington Bros p. q.

To 5th February Rules.

1903. Circuit Court.

Executed Jan 26 1903
 by Delivering a true copy of the within
 summons to Fred Linder Judge Linder
 Sarah F. Kirk and Arthur M. Kirk not
 executed as to the other parties not in
 my jurisdiction for E. J. Evans Deputy
 W. J. Smithham
 J. R.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *Thos. J. Ely* Admr of the estate
of *Geo. L. Leider, Mary Leider, Emma Leider, Polk Leider,*
Green Leider, Benjamin Leider, Fred Leider, Judge Leider,
Sarah F. Kirk and Arthur M. Kirk

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be
held for the said court, on the *1st* Monday in *February* 190*3*, to answer a
bill in chancery exhibited against *them* in our said court by
M. L. Slomp

And have then there this writ. Witness, *A. B. MUNSEY*, Clerk of our said Court,
at the court-house, the *8th* day of *January*, 190*3*, and in the *12^{7th}*
year of the Commonwealth.

A. B. Munsey, Clerk.

A copy

Teste: A. B. Munsey Clerk

vs. { SUBPOENA
IN CHANCERY.

p. q.

To Rules.

Court.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *Thos. J. Ely* Admr of the
estate of *Hes. T. Lorider, Mary Lorider, Emma Lorider,*
Polk Lorider, Green Lorider, Benjamin Lorider, Fred Lorider,
Judge Lorider, Sarah F. Kirk and Arthur M. Kirk

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be
held for the said court, on the *1st* Monday in *February* 190*3*, to answer a
bill in chancery exhibited against *them* in our said court by

M. L. Slernp

And have then there this writ. Witness, *A. B. MUNSEY*, Clerk of our said Court,
at the court-house, the *8th* day of *January*, 190*3*, and in the *127th*
year of the Commonwealth.

A. B. Munsey, Clerk.

A Copy

Teste: *A. B. Munsey* Clerk

vs.

}

SUBPOENA
IN CHANCERY.

p. q.

To Rules.

Court.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *Thos. J. Ely Admr of the*
estate of Geo. T. Leider, Mary Leider, Emma Leider, Polk
Leider, Green Leider, Benjamin Leider, Fred Leider,
Judge Leider, Sarah F. Kirk and Arthur M. Kirk
to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be
held for the said court, on the *1st* Monday in *February* 190*3*, to answer a
bill in chancery exhibited against *them* in our said court by
M. L. Slomp

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court,
at the court-house, the *8th* day of *January*, 190*3*, and in the *127th*
year of the Commonwealth.

A. B. Munsey, Clerk.

A Copy

Teste: A. B. Munsey Clerk

vs.

}

SUBPOENA
IN CHANCERY.

p. q.

To Rules.

Court.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon Thos. J. Ely Admr of the
estate of Geo. T. Leider, Mary Leider, Emma Leider
Polk Leider, Green Leider, Benjamin Leider, Fred Leider
Judge Leider, Sarah F. Kirk and Arthur M. Kirk
to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be
held for the said court, on the 1st Monday in February, 1903, to answer a
bill in chancery exhibited against them in our said court by
M. L. Slump

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court,
at the court-house, the 8th day of January, 1903, and in the 12th
year of the Commonwealth.

A. B. Munsey, Clerk.

A Copy

Teste: A. B. Munsey Clerk

vs. { SUBPOENA
IN CHANCERY.

p. q.

To Rules.

Court.

We, C. S. Cox and C. R. Sprinkle,
Editors of the SOUTHWEST VIRGINIAN,
a weekly newspaper published at Jones-
ville, Lee county, Virginia, do hereby
certify that the annexed notice was
published in said paper once a week
for four successive weeks, commenc-
ing on the 28th day of

ing on the 28th day of July, 1903.

C. S. Cox } EDITORS.
C. R. Sprinkle }

FEE, \$ 6.80

VIRGINIA—In the Clerk's Office of the Circuit Court of the County of Lee, on the 12th day of February, 1903.

M. L. Slempp Plff. }
vs. } In Chancery.
Sarah Kirk et al Def't.

The object of this suit is to specifically enforce a contract of sale made by Sarah Kirk and husband Arthur Kirk to George T. Crider for a tract of land situated in the Pocket country in Lee County Virginia, on Gins Creek, and said to contain about forty acres, and to have said tract of land sold, and the proceeds applied to the payment of the indebtedness of the said George T. Crider now deceased, according to the priorities of such indebtedness. And an affidavit having been made and filed that the defendants Polk Crider, Mary Crider and Emly Crider are not residents of the state of Virginia, it is ordered that they do appear here within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Southwest Virginian, and that a copy be posted at the front door of the court house of this County on the first day of the next term of the County Court.

A copy—Teste:

A. B. MUNFORD, Clerk.
Pennington Bros, p. q. 2 28 03 4w

Order of Publication

M. L. Sloop Plffs.
vs.

Sarah Kirk et al Deft.

Fees \$ 6 $\frac{80}{100}$

L. F. Hyatt, 157

M. L. Sleups

or 3 In Chouney

Arthur M. Kirk ^{Chae}

1903 1st Feb'y rules bill
filed Spg executed
for ^{under} ^{under} ^{under} Sarah M. Kirk
Arthur M. Kirk & O. P. for
non-residents & D. N.
" 2nd Feb'y rules O. P. Com-
plete D. N. Confirmed and
Cause set for hearing

Municipal Clk.	\$ 8.75	Spd
Shff.	3.00	pd
est. L.	5.00	pd
Comm. in Chy	75-	
Wit.	50	
Co. Clk	75-	
Printer	6.80	
Cwary Clk	2.63	
Atty "	15.00	pd
Estimated	7.00	
Townyor. N.E.F.	5.00	pd
Chouney	3.00	pd
	56.93	